

**TERM CONTRACT FOR
RESIDENTIAL PROGRAM RECYCLABLE MATERIALS PROCESSING**

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between the City of Venice, a political subdivision of the State of Florida, hereinafter referred to as the "City" and Single Stream Recyclers, LLC, a Florida corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City requires the services of a contractor to provide residential program recyclable materials processing services; and,

WHEREAS, Sarasota County issued Request for Proposals (RFP), #186859HR on August 29, 2018; and,

WHEREAS, Sarasota County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, Sarasota County executed term contract with contractor on August 27, 2018; and,

WHEREAS, the Contractor is the sole operator of the Jackson Road Transfer Station which currently accepts all recyclables for the City of Venice; and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for residential program recyclable materials processing services, in accordance with the Scope of Services made part of this Term Contract as Exhibit A and the Single Stream Specifications made part of this Term Contract as Exhibit B, both attached hereto and incorporated herein.

II. TERM

This Term Contract shall commence on Monday, September 30, 2019, and shall continue for a period of five (5) years unless otherwise terminated as provided for herein. This Term Contract may be renewed for up to two additional one-year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term

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Contract a total amount not to exceed Six Hundred Thousand Dollars and zero cents (\$600,000.00) annually for the initial five year term.

- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a purchase order from the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The City's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The City shall pay the Contractor through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. The Contractor shall submit electronic invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein. Invoices shall be monthly unless otherwise identified in Exhibit C, Fee Schedule.
- C. The Contractor's invoices shall be in a form satisfactory to the Finance Department, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City.
- B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Term Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Term Contract.

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Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.
- B. This section shall survive the termination or expiration of this Term Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Term Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct of §112.313, F.S., as it relates to work performed under this Term Contract. The Contractor agrees to incorporate

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the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- E. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the City of Venice Procurement Code if the Contractor does not abide by the terms of this subsection.
- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott

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Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

- J. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council member, regulatory agency or private citizen related to this Term Contract.
- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Term Contract, an independent contractor. Contractor is not an employee, agent or servant of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Term Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:
 - 1. Review of all Contractor payment requests for approval or rejection.

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2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.
- B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon ninety (90) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed for any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination.
 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Term Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Term Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed for any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Term Contract, then the City may terminate this Term Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have sixty (60) days to submit invoices. Invoices submitted after sixty (60) days may not be accepted for payment.

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- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.
- G. The City reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:
 - 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;
 - 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
 - 3. Claims made, or likely to be made, against the City or its property;
 - 4. Damages to the City or a third party caused by the Contractor;
 - 5. The Contractor's failure or refusal to perform any other obligation under this Term Contract.

XII. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Term Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

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- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Term Contract.
- F. This Term Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

The City's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Term Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Administrative Agent shall take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Term Contract in accordance with provisions contained in Section XI.A.

In the event the City determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Term Contract.

XIV. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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**The City of Venice
City Clerk's office
401 W. Venice Ave.
Venice, FL 34285**

Phone: 941-486-2626

Istelzer@venicegov.com

XV. MISCELLANEOUS

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City, except that claims for the money due or to become due to the Contractor from the City under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law.
- G. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.

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- H. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- I. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.
- J. The rights and remedies of the City provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- L. This Term Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The City may unilaterally extend this Term Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Term Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:

Name: John Hansen
Title: Managing Member
Address: 3901 N Orange Ave
Sarasota, FL 34234
Telephone: (414) 573-0183
E-mail : john@trashman.us

City's Administrative Agent:

Name: James R. Clinch, PE
Title: Director of PW & Asset Mgmt.
Address: 201 S. Seaboard Ave.
Venice, FL 34285
Telephone: (941) 882-7359
E-mail : jclinch@venicegov.com

- O. Any change in the City's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. The solicitation and all attachments and addenda thereto are hereby incorporated in the Term Contract by reference.

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R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Term Contract
2. City's Purchase Order

IN WITNESS WHEREOF, the parties have executed this Term Contract as of the dates written below;

WITNESS:

Signed By: _____

Print Name: Andrea McCauley

Darren Retherford
Jake Hansen

SINGLE STREAM RECYCLERS, LLC

Signed By: _____

Print Name: John Hansen

Title: Managing Member

Date: 8-30-19

CITY OF VENICE

BY: _____

JOHN HOLIC, MAYOR

DATE: _____

ATTEST:

BY: _____

LORI STELZER, CITY CLERK

Approved as to form and correctness:

BY: _____

CITY ATTORNEY

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1. COMMENCEMENT OF SERVICES

- A. Notwithstanding anything to the contrary elsewhere in this Term Contract the Contractor shall not commence providing services until the City's Administrative Agent issues the notice to proceed specifying the commencement date.

2. DESIGNATED FACILITIES

- A. The following facilities are designated to receive and/or process the residential program recyclable materials delivered by the City contracted hauler pursuant to this Contract:
- i. Single Stream Recyclers' Material Recovery Facility (MRF) located at 3901 N. Orange Ave., Sarasota, FL 34234
 - ii. Sarasota County's Jackson Road Transfer Station (JRTS) located at 250 S. Jackson Road, Venice, FL 34292
- B. The designated facilities and their locations may be changed only with prior written approval by the City's Administrative Agent or if Sarasota County ceases recycling operations at JRTS. In the event Sarasota County decides to cease recycling operations at JRTS, the City would be responsible for delivering recyclables to MRF and, accordingly, the City and the Contractor shall negotiate an appropriate adjustment to the compensation the City pays to the Contractor under the Contract.
- C. The Contractor shall maintain telephone communication capability at all designated facilities and shall provide contact information to the City's Administrative Agent and keep such information up-to-date.
- D. In the event either of the facilities (MRF or Transfer Station) will not be operational by the Contract commencement date, the Contractor must have another location at which the residential program recyclable materials can be accepted with evidence satisfactory to the City being presented to show that the alternate facility can manage the recyclable materials.
- E. In the event Contractor utilizes a transfer station, Contractor shall be responsible for hauling all residential program recycling materials from the transfer station to the MRF.
- F. In the event that Contractor fails or refuses to accept recyclable materials on the Contract commencement date, the Contractor shall be liable for all hauling, processing, transportation, disposal charges and any other related costs, in excess of payments that would have been made under this Contract, which may be incurred by the City with respect to recycling and marketing such materials.
- G. The City shall have access to the designated facilities during operating hours. The City shall have the right, during the Contractor's hours of operation, to inspect the operating and maintenance practices of the Contractor. Operating practices shall include, but not be limited to, the receipt, separation, processing, loading, storage and transportation of

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recyclable materials and recovered materials. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.

3. SCHEDULED RECEIVING HOURS

- A. All designated facilities shall be open and available to receive residential program recyclables during the hours below. Hours may be modified upon written notification and approval of the City's Administrative Agent.
 - i. 7:00 a.m. to 5:00 p.m. Monday through Friday (except as provided in 2.B., 2.C., and 2.D.).
- B. In addition the designated facilities *may be* open and available to receive residential program recyclables during the hours below. Hours may be modified upon written notification and approval of the City's Administrative Agent.
 - i. 7:00 a.m. to 12:00 p.m. Saturday (except as provided in 2.B., 2.C., and 2.D.)
- C. Designated facilities will not be required to be open on the following City observed holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- D. Following any of the above holidays, all designated facilities to which the City contracted hauler delivers residential program recyclables shall be open and available to receive residential program recyclables from 7:00 a.m. to 5:00 p.m. on the day following its normally scheduled day, including Saturday.
- E. No reductions in scheduled receiving hours shall be made without the prior written approval of the City's Administrative Agent.

4. STANDARDS FOR CONTRACTOR FACILITIES

- A. Recyclable materials receipt and storage facilities shall be suitably constructed to provide protection from the weather. All recyclable materials shall be tipped inside receiving bays. No recyclable materials shall be tipped outside of the receiving bays and all storage and processing shall be under roof. Processed or recovered materials storage shall also be under roof. Any outdoor storage of recovered materials shall be in enclosed and in covered containers. Loose, unsorted recyclable materials shall be processed within 48 hours during normal business days from receipt, and within 72 hours following delivery on a Saturday or after a holiday.
- B. The recycling facility shall be operated to prevent the escape of dust and odors. The Contractor shall routinely clean the tip floor as well as the process and storage areas.
- C. The Contractor shall pick up all litter (including any glass spillage) that blows or falls from the recycling facility onto the facility site or adjoining surrounding property by the end of each workday.

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- D. The Contractor shall be responsible for security of the recycling facility, which shall include locking of all access gates and building entrances as appropriate and use of security lighting.

5. JACKSON ROAD TRANSFER STATION STANDARDS

- A. The Contractor shall provide the City access to the JRTS for material delivery Monday – Friday 7:00 am to 5:00 pm.
- B. All recyclable materials shall be unloaded inside the receiving bays.
- C. The Contractor shall be responsible the locking and unlocking of the JRTS facility entrances. As the JRTS facility is a multi-use site, the Contractor shall coordinate with other users of the site to accommodate their access to the site.

6. MATERIAL ACCEPTANCE

- A. The City reserves the right to add or remove residential program recyclables. Exhibit B – Single Stream Specifications specifies the materials that are currently acceptable under the curbside recyclable collection services program.
- B. The Contractor reserves the right upon written notice to the City's Administrative Agent to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Contractor shall provide eighteen (18) months advanced written notice to the City of its decision to discontinue acceptance of any such material.
- C. If the end market for glass ceases to receive and recycle glass, effective immediately, glass will be considered a contaminant and the AMV will be set to the current posted Sarasota County Solid Waste Disposal Complex Tipping Fee until acceptance is continued at the glass recycler.
- D. The Contractor may accept recyclable materials from other sources providing acceptance of such materials does not impact the Contractor's ability to accept and process City of Venice residential program recyclables in compliance with this Contract.
- E. The designated facilities shall be capable of accepting delivery of recyclable material from all types of self-unloading delivery vehicles including, but not limited to, front load packer trucks, roll-off trucks, tractor trailer transfer vehicles, and rear-discharging tilt-bed collection vehicles.
- F. The daily average vehicle turnaround time from arrival at the designated facility site to exit from the site shall not exceed 30 minutes. Delays caused by equipment failure not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Contractor will provide the City with access to its records to verify vehicle turnaround time within 24-hour notice by the City.

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- G. The MRF shall be equipped with adequately sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming and outgoing Recyclable Materials delivery vehicles and vehicles transporting Recyclable Materials to markets. Such scales shall be inspected and approved for use prior to placing them into service. Contractor shall have the scales calibrated and inspected on a yearly basis, at a minimum, or more frequently as requested by the City's Administrative Agent or as required by law.
- H. The Contractor shall weigh all trucks that enter the designated facilities, perform recordkeeping, and generate reports of incoming materials as required herein or requested by the City.
 - i. The Contractor may use tare weights. If the Contractor chooses to do so, all tare weights must be recalibrated at least every 60 calendar days.
 - ii. Inbound loads delivered by the County contracted hauler, participating municipalities, commercial customers, and out-of-County users shall be weighed, recorded and tabulated separately.
- I. The Contractor shall notify the City's Administrative Agent immediately and provide a contingency plan to weigh all trucks should the primary scales or computerized recordkeeping systems not be in service. The Contractor may make a request to the City's Administrative Agent to use established tare and historical average load weights on a time limited basis.
- J. Material delivered by or on behalf of the City may not contain more than 20% non-recyclables ("excess contamination") and may contain no Excluded Materials as defined below. In the event a load does not meet Specifications, the load may be rejected and/or the City may be charged additional processing, return or disposal costs; provided, however, that if delivered material contains more than 10% non-recyclables (but does not contain Excluded Materials), the material will be accepted, and the excess contamination shall be subject to the charges set forth in the Fee Schedule on a load by load basis over and above the AMV. Excess contamination will be visually quantified by Contractor personnel on the Contractor's tip floor.
- K. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio- hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.
- L. During the term of the Contract, Contractor shall take, and the City agrees to provide one hundred percent (100%) of the City's residential and commercial single stream recyclables ("Recyclables") in accordance with Exhibit B. In the event that the Recyclables do not meet Specifications, the load may be rejected, and/or the City shall have the

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sole responsibility for any resulting settlement or adjustments, including, but not limited to price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Contractor's operating and gross profit margin. Recyclables do not include Excluded Materials, and the City agrees not to deposit or permit the deposit of Excluded Materials. Title to and liability for Excluded Materials shall remain with the City at all times.

- M. If the Contractor determines a load of City residential program recyclables contains an excessive amount of non-recyclable materials, the Contractor shall inform the Administrative Agent of the delivery location, vehicle number, date, time, and estimated quantity and type of Rejects.

7. TRANSPORT AND PROCESSING

- A. The City shall deliver Recyclables at the City's expense, to the Sarasota County's Jackson Road Transfer Station (JRTS) located at 250 S. Jackson Road, Venice, FL 34292.
- B. The Contractor shall bear all costs associated with the transportation of residential program recyclables between designated facilities, and to recovered materials markets.
- C. The Contractor must maintain complete and accurate records of material inflows and outflows. These records are subject to review by the City during normal business hours.
- D. The MRF at all times shall have material processing systems capable of receiving and processing recyclables to achieve the maximum product recovery rates.

8. DISPOSAL

- A. Unless the Contractor has prior written permission from the City, the Contractor shall not dispose of and/or landfill any recyclable materials or recovered materials collected under the Contract. The Contractor shall not knowingly, or without reasonable assumption, sell recyclable materials or recovered materials to another agent that landfills or disposes of material other than through recycling. This does not apply to rejects and residue.
- B. For disposal of all non-recyclable materials generated at any designated facility located within the County it is the Contractor's responsibility, inclusive of all costs, for transporting and disposing of non-recyclable materials, including rejects and residue, generated at the designated facilities.

9. RECORD KEEPING

- A. The Contractor shall create, maintain, and provide records as defined in and required by all applicable local, state, and federal laws, rules and regulations, and any reports as are reasonably necessary to document and track information described herein.

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- B. The Contractor will maintain and allow access to books, records, data, documents, and reports relating to the Contract for five years following the conclusion or termination of the Contract.

10. REPORTING

- A. Hazardous Substance Contingency Plan: At least sixty days prior to the Contract commencement date, the Contractor shall submit to the City's Administrative Agent a hazardous substance contingency plan for all designated facilities. The plan shall detail what actions will be taken by the Contractor upon discovery of hazardous substances at the facilities. The plan shall include a copy of a signed contract(s) with a permitted hazardous waste transporter(s) to handle any hazardous waste discovered at the designated facilities. The plan must comply with all state and federal regulations. Non-conformance with such regulations shall cause rejection of the plan. Failure to correct the plan within 30 days may be considered by the City as an event of default under the terms of this Contract.
- B. Contingency Plan: Within 60 days after the Contract commencement date, the Contractor shall submit to the City's Administrative Agent a contingency plan that describes the standard operating procedures that will be implemented by the Contractor at the designated facilities in the event any of the facilities are suddenly and unexpectedly not able to perform the obligations of the Contract, such as being affected by a natural or man-made disaster or extreme weather event. The plan is subject to review and approval by the City's Administrative Agent.
- C. Monthly Reports: By the tenth of each month, the Contractor shall submit to the City's Administrative Agent an electronic report summarizing the records kept for processing residential program recyclables during the previous calendar month and any payments due to the City.
- D. Annual Reports: The Contractor shall provide the City with the following reports on an annual basis:
 - i. A report summarizing all Monthly Reports, as well as net tonnage diverted from disposal. This information must be submitted to the City's Administrative Agent within 30 days of the end of the Contract year.
 - ii. A copy of the annual report, as required by law, submitted to Florida Department of Environmental Protection (FDEP) summarizing recyclable materials deliveries by type, quantity, and source. This information must be submitted to the City's Administrative Agent within 30 days of the end of the Contract year.
 - iii. A copy of the Recyclable Materials Report due to the FDEP detailing the types, quantities, and sources of recyclable materials processed at the MRF designated by the Contract. This information must be provided to the City's Administrative Agent no later than February 1st each year of the Contract.
- E. No later than thirty calendar days prior to the Contract commencement date, the Contractor shall submit to the City's Administrative Agent for

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approval, the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Contract.

- F. The City, or any of its duly authorized representatives shall have access, within seven calendar days of notification, to all of Contractor's books, records, data and documents related to the Contract, for inspection and audit at the Contractor's expense.
- G. The Contractor shall employ a local manager charged with the responsibility of overseeing the Contract. The Contractor's local manager or other competent person shall be available to communicate with the City's Administrative Agent or other City designee during normal operating hours and shall be available as needed outside of normal hours.
- H. Contractor shall provide reports that document residential program recyclables received and processed, separate from non-City recyclables, including location received, delivery date and time, vehicle number, material type, and quantity.

11. PUBLIC EDUCATION AND INFORMATION

- A. The Contractor shall provide an educational website with educational information to help educate on the proper recycling techniques.

12. MATERIAL COMPOSITION AND VALUE

- A. The chart below will be used as the initial composition. The Contractor and/or City may randomly conduct a composition study to determine the percentage of each commodity in the City's Recyclables and the composition will be deemed adjusted accordingly. A representative from the City shall be present for composition studies.

Residential Program Recyclables Only			
Material	Market Value (\$/Ton)	Material	AMV (\$/Ton)
Newspaper	\$ 22.50	7.3%	\$ 1.64
Cardboard	\$ 32.50	14.9%	\$ 4.84
Mixed Paper	\$ (2.50)	27.0%	\$ (0.68)
Aluminum Cans	\$ 1,160.00	1.3%	\$ 15.08
Steel Cans	\$ 127.50	2.6%	\$ 3.32
PET	\$ 300.00	5.5%	\$ 16.50
Natural HDPE	\$ 415.00	1.3%	\$ 5.19
Colored HDPE	\$ 290.00	2.0%	\$ 5.80
Plastics #3-#7	\$ (30.00)	1.8%	\$ (0.57)
Aseptic Packaging	\$ -	0.0%	\$ -
Excess Contamination	\$ (70.00)	0.0%	\$ -
Mixed Cullet	\$ (22.50)	26.3%	\$ (5.91)

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Contamination	\$ -	10.0%	\$ -
Rejects	\$ (57.56)	0.0%	\$ -
Total		100.0%	\$ 45.22

*Table Pricing is provided as sample monthly index pricing.

- B. The Contractor and/or City may perform a composition study of the recyclables to determine the percentage of each commodity in the City's recyclables and may revise the amount payable or chargeable to the City to reflect the actual composition of the City's recyclables. The City acknowledges that the value of the recyclables may be negative.
- C. Each month, the Contractor shall calculate the Average Market Value (AMV) of the City Residential Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages. If at any time during the term of this Contract, RecyclingMarkets.net no longer posts or otherwise fails to provide the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information. This may include the landfill tipping fee in accordance with Section 8.
- i. "PS" means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st Issue of the month retroactive to the first of the month.
- ii. "SMP" means the average price published at www.SecondaryMaterialsPricing.com for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.

Material	Index Description
Newspaper	PS 56 Sorted Residential Papers (SRNP)
Corrugated Containers (Cardboard)	PS 11 Corrugated Containers
Mixed Paper	PS 54 Mixed Paper (MP)
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb., picked up)

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Steel Cans	SMP Metals Steel Cans (Sorted, Baled, \$/Gross ton, picked up)
PET	SMP Plastics PET (Baled, c/lb., picked up)
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb., picked up)
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb., picked up)
Plastics #3-#7	SMP Plastics Commingled (#3-#7, Baled, c/lb., picked up)
Glass (3 Mix) (Mixed Cullet)	SMP Glass 3 Mix (\$/ton del. As Recyclable or Disposable)
Aseptic Packaging or Gable Top Cartons	PS 52 consists of liquid packaging board containers including empty, used, polyethylene (PE)-coated, printed one-side septic and gable-top cartons.

D. To calculate the Average Market Value (AMV) per ton of the Recyclables:

- i. The percentage of each Recyclable and Non-Recyclable component as set forth in the composition as established and revised from time-to-time by audit according to section 12.A., is multiplied by the current value of each commodity as set forth by the market index according to section 12.C.; and
- ii. Each commodity value per ton is added together to obtain the Blended Value per ton.
- iii. The City acknowledges that the value of a commodity may be negative.
- iv. The below is provided as an example:

Residential Program Recyclables Only			
Material	Market Value (\$/Ton)	Material	AMV (\$/Ton)
Mixed Paper	\$ (2.50)	27.0%	\$ (0.68)

- a. $\$(2.50) \text{ (Market Value Per Ton)} \times 0.27.0 \text{ (Material Composition of 27.0\%)} = \$(0.68) \text{ (Average Market Value)}$

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13. COMPENSATION AND ADJUSTMENTS

- A. For the first year, the Contractor's Processing Fee for program recyclables delivered to the JRTS will be \$135.00 per ton for residential program recyclables and \$47.50 per ton for clean OCC delivered directly to the Contractor at 3901 N Orange Ave. Sarasota, Florida. Thereafter, the Contract may be subject to the CPI adjustment annually thereafter.
- i. Either the City or the Contractor may propose a price adjustment as set forth in 12(D) which, if approved, will be effective on the next following anniversary date of the term Contract.
- B. When the Average Market Value is greater than the Contractor's Processing Fee, The City's value share is a percentage of the difference between the Average Market Value and the Contractor's Processing Fee as listed below. When the Average Market Value is less than the Processing Fee, The City shall pay Contractor the difference between the Contractor's Processing Fee and the Average Market Value by the 15th of the month following.
- i. Where the Average Market Value is greater than \$135.00 for residential program recyclables, the City's value share is 80% of the difference.
- ii. Where the Average Market Value is greater than \$47.50 per ton for direct delivery of clean OCC, the City's value share is 25% of the difference.
- iii. The City's value share may be adjusted on an annual basis subject to the mutual agreement of the parties.
- C. In the event a cost adjustment is agreed to, costs for subsequent years of the initial term as well as for any renewal term years shall be subject to an annual adjustment based on the latest yearly percentage increase or decrease of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) for the Southern All Urban Consumer Price Index, not seasonally adjusted as published by the Bureau of Labor Statistics, U.S. Department of Labor, if any, shall be applied to all unit prices.

The Stated Index table can be found here.

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0

The total adjustment to the Contractor's fee in any given contract year, if approved, shall not exceed three percent (3%) of the previous year's Contractor's fee. If the CPI index is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices. The following formula shall be used:

$$([CPI \text{ Year } 2] - [CPI \text{ Year } 1]) / [CPI \text{ Year } 1] = y \times 100 \text{ equals the percentage increase or decrease in CPI. Year 2 shall be the current year; Year 1 shall be the prior year. Within the table, the City shall utilize the month six}$$

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months prior to the anniversary date to determine percentage increase or decrease.

For example: If the annual anniversary date is in August 2018, Year 2 is February 2018 and Year 1 is February 2017.

CPI for contract year 1 = 232.692 and CPI for Contract year 2 = 239.456
 $([239.456] - [232.692]) / 232.692 = .029 \times 100 = \text{percent CPI increase}$

In this example a 3% increase would be allowed.

Likewise-

CPI for contract year 1 = 239.456 and CPI for Contract year 2 = 232.692
 $([232.692] - [239.456]) / 239.456 = -.029 \times 100 = \text{percent CPI decrease}$

In this example a 3% decrease would be allowed.

- D. If the party requesting a price adjustment does not notify (and provide supporting documentation) the other party in writing at least 120 days prior to the contract's annual anniversary date, such party waives the right to do so until the next annual anniversary date. An amendment to the contract must be executed by both parties before any pricing change is effective.
- E. Contractor acknowledges and accepts that the compensation outlined above shall be used for calculating revenue throughout the term of the Contract. It is intended to reflect the current value of City Residential Program Recyclables but might not be an exact calculation of that value. Any and all costs associated with accepting, processing, marketing, and transporting City Residential Program Recyclables shall be the responsibility of the Contractor.

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14. LIQUIDATED DAMAGES

- A. Basis for Liquidated Damages: The City and Contractor acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to those failures or circumstances described in this section and for which the Contractor would otherwise be liable. Accordingly, the parties agree the liquidated damages set forth herein are reasonable under the circumstances. Therefore, the following constitute liquidated damages, not penalties, for the Contractor's failure to perform in accordance with the provisions of this Contract.
- B. Process: The City shall notify the Contractor in writing of the City's decision to assess liquidated damages. If the Contractor desires to challenge the decision, it must do so in writing within seven (7) calendar days after receipt of notice from the City. The request shall specify the grounds upon which the Contractor objects to the assessment of liquidated damages by the City.
- C. Payment: The Contractor shall add any assessed liquidated damages to the following month's payment.
- D. Amount of Liquidated Damages: The City may assess liquidated damages in the amounts listed below.

	Violation	Liquidated Damages
1.	Failure to accept Recyclable Materials during scheduled receiving hours (Section 3.A.)	\$500 per unaccepted load
2.	Failure to provide a daily average delivery vehicle turnaround time of 30 minutes or less (Section 6.E.)	\$100 per day
3.	Disposing of Recyclable Materials or Recovered Materials without prior approval of the Administrative Agent (Section 8.A.)	\$1,000 per occurrence
4.	Failure to submit timely records and reports (Sections 9 and 10)	\$100 per calendar day late

(END EXHIBIT A)

EXHIBIT B SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty
PET bottles with the symbol #1 – with screw tops only – empty
HDPE plastic bottles with the symbol #2 (milk, water bottles, detergent, and shampoo bottles, etc.)
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)
Steel and Tin cans – empty
Glass food and beverage containers – brown, clear or green – empty
Newspaper
Mail
Magazines, glossy inserts, pamphlets and catalogs
Uncoated paperboard (ex: cereal boxes; food and snack boxes)
Uncoated printing, writing and office paper
Old corrugated containers/cardboard (uncoated)
Phone Books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)
Mirrors
Light Bulbs
Porcelain and Ceramics
Expanded Polystyrene
Glass and Metal cookware/ bakeware
Hoses, cords, wires
Flexible plastic or film packaging and multi-laminated materials
Food Waste and liquids, containers containing such items
Excluded Materials or containers which contain Excluded Materials

EXHIBIT B SINGLE STREAM SPECIFICATIONS

NON-RECYCLABLES include, but are not limited to the following (continued):

Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension
Microwaveable trays
Window or Auto glass
Coated Cardboard
Plastics unnumbered
Coat hangers
Household appliances and electronics
Yard waste, construction debris, and wood
Needles, syringes, IV bags or other medical supplies
Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Napkins, paper towels, tissue, paper plated, paper cups, and plastic utensils
Propane tanks, batteries

(END EXHIBIT B)

EXHIBIT C FEE SCHEDULE

The Contractor's Processing Fee shall be \$135.00 per ton for Residential Program Recyclables delivered to the JRTS and \$47.50 for clean OCC delivered directly to the Contractor at 3901 N Orange Ave. Sarasota, Florida for the period beginning at the time of Contract execution and continuing until the first anniversary date of the Term Contract. If the Average Market Value (AMV) is less than the Contractor's Fee the City shall pay Contractor, the dollar for dollar difference.

The payment per Ton shall be calculated as follows:

Each month, the Contractor shall calculate the AMV of the City's Residential Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages of the City's Residential Program Recyclables, as defined in the table below, which calculates the AMV for April 2019.

Material	Index Description	Index Value (April 2019)	Market Value (\$/Ton)	*Material %	AMV (\$/Ton)
Newspaper	PS 56 Sorted Residential Papers (SRNP)	\$25.00	\$22.50	7.3%	\$1.64
Corrugated Containers (Cardboard)	PS 11 Corrugated Containers	\$47.50	\$32.50	14.9%	\$4.84
Mixed Paper	PS 54 Mixed Paper (MP)	(\$2.50)	(\$2.50)	27.0%	(\$0.68)
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb., picked up)	\$57.50	\$1,160.00	1.3%	\$15.08
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	\$127.50	\$127.50	2.6%	\$3.32
PET	SMP Plastics PET (Baled, c/lb., picked up)	\$15.00	\$300.00	5.5%	\$16.50
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb., picked up)	\$21.50	\$415.00	1.3%	\$5.19

**EXHIBIT C
FEE SCHEDULE**

Material	Index Description	Index Value (April 2019)	Market Value (\$/Ton)	*Material %	AMV (\$/Ton)
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb., picked up)	\$14.50	\$290.00	2.0%	\$5.80
Plastics #3-#7	SMP Plastics Commingled (#3-#7, Baled, c/lb., picked up)	(\$1.50)	(\$30.00)	1.8%	(\$0.57)
Aseptic Packaging	N/A	0.00	0.00	0.00%	(\$0.00)
Glass (3 Mix) (Mixed Cullet)	SMP Glass 3 Mix (\$/ton del. As Recyclable or Disposable)	(\$22.50)	(\$22.50)	26.3%	(\$5.91)
Contamination (Up to 10%)	N/A	\$0.00	\$0.00	10.0%	\$0.00
Excessive Contamination (Over 10%)	N/A	\$70.00	\$0.00	0.0%	\$0.00
Rejects	N/A	(\$57.56)	(\$57.56)	0.0%	\$0.00
				100.0%	\$45.22

Per Exhibit A, Sections 6J and 6L, an excess contamination fee of \$70.00 per ton will be charged by the Contractor, on a load by load basis, in addition to the monthly material percentage as calculated from the composition study.

Note: The index values for April 2019 are used for estimation purposes only and are subject to fluctuation. Composition values are based on the most recent Recyclables Composition Study approved by the City.

The AMV shall be deducted from the Contractor's Processing Fee (\$135.00).

When the AMV is greater than \$135.00, the City's value share is 80% of the difference.

EXAMPLE CALCULATION: \$135.00 - \$45.22 = \$89.78 / per Ton paid by City to Contractor

EXAMPLE COST SHARING: The Average Market Value is not greater than \$135.00 in this example and therefore, no value sharing is applied.

EXHIBIT D: INSURANCE INFORMATION

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).
2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "ACORD 2009 edition" certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor).
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease. ****NOTE**** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the City waiver.
5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
 - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of the required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.

END OF SECTION